EXHIBIT

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This case has been designated as an eFiling case. To review a copy of the Notice of Mandatory eFiling visit www.oakgov.com/clerkrod/efiling.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

CHRYSLER GROUP LLC

Plaintiff,

v.

EAGLE AUTO-MALL CORP.,

Defendant.

Case No. 2014-141661-CB

HON. JUDGE ALEXANDER

COMPLAINT FOR DECLARATORY JUDGMENT

VERIFICATION FOR BUSINESS COURT ASSIGNMENT

1. Pursuant to MCR 2.112(O), plaintiff, Chrysler Group LLC ("Chrysler Group"), verifies that this case meets the statutory requirements of MCL 600.8031 for assignment to the business court because all parties are business enterprises and the dispute arises out of a contractual agreement.

NATURE OF THE ACTION

2. Chrysler Group seeks a declaration, pursuant to MCR 2.605, of the parties' rights and obligations under the Letter of Intent between them that went into effect on February 27, 2014. Specifically, Chrysler Group seeks a declaration that the defendant, Eagle Auto-Mall Corp. ("Eagle"), has breached and repudiated its obligations under the Letter of Intent by failing and refusing to renovate its existing facility to provide for the exclusive display, sale and service of the

Chrysler and Jeep vehicle lines within eight months as required by the Letter of Intent and that, as a result of Eagle's breach. Chrysler Group has the right to terminate the Letter of Intent..

3. An actual controversy under MCR 2.605 has arisen between Chrysler Group and Eagle because a declaratory judgment regarding Eagle's failure to perform and Chrysler Group's right to terminate the Letter of Intent is necessary to guide Chrysler Group's future conduct and preserve Chrysler Group's legal rights.

PARTIES

4. Chrysler Group is a limited liability company organized and existing under Delaware law with its principal place of business in Auburn Hills, Michigan. Chrysler Group commenced its business operations in or about June 2009 after the bankruptcy filing of Chrysler LLC, and its subsidiaries and affiliates ("Old Chrysler"). Chrysler Group is the manufacturer of Chrysler, Jeep, Dodge and RAM automotive vehicles.

5. Upon information and belief, Eagle is a corporation organized and existing under New York law with its principal place of business at 1320 Old Country Road, Riverhead, New York.

6. Until approximately June 2009, when its dealer agreements with Old Chrysler were rejected pursuant to 11 U.S.C. §365 of the Bankruptcy Code by order of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), Eagle sold Chrysler and Jeep vehicles at retail from a location and facility in Riverhead, New York.

7. Eagle has never had a dealer agreement with Chrysler Group and has not been engaged in the business of selling new Chrysler and Jeep vehicles for almost five years.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction under MCL 600.605 because the value of the object of this litigation exceeds $25,000 in that the Eagle LOI obligates Eagle to renovate an existing automotive facility that, when completed, will be used to display, sell and service the Chrysler and Jeep vehicle lines, and no other court has been given exclusive jurisdiction over the claims.

9. This Court has personal jurisdiction over Eagle under MCL §§ 600.711(2), 600.715, and 600.745 because the Letter of Intent from which this action arises was signed by Chrysler Group and became effective in Michigan; Chrysler Group's principal place of business is in Michigan, and thus the Letter of Intent contemplated Eagle's ongoing transaction of business with Chrysler Group in the State of Michigan; the parties agreed expressly in the Letter of Intent that any legal action based thereon must be filed in Oakland County Michigan and that Michigan law will be used to interpret the Letter of Intent; and Eagle has had numerous other contacts with Chrysler Group in Michigan concerning the Letter of Intent. In addition, this Court has the power under Michigan law to entertain the action, Michigan is a reasonably convenient place for the trial of this action, and the agreement between the parties to litigate in Michigan was not obtained by misrepresentation, duress, abuse of economic power, or other unconscionable means.

10. Venue is proper in this Court under MCL § 600.1621 because the parties agreed to litigate in this forum, the events or omissions giving rise to the claims described in this Complaint occurred in Michigan, the defendant does not reside in any county in Michigan, and Chrysler Group resides and has a place of business in Oakland County.

FACTUAL BACKGROUND

11. Chrysler Group and Eagle entered into the Letter of Intent to enter into Chrysler and Jeep Sales and Service Agreements. (the "Eagle LOI") effective as of February 27, 2014 (the "Effective Date.") Eagle is in possession of a copy of the Eagle LOI.

12. The Eagle LOI was issued by Chrysler Group in accordance with the ruling of an arbitrator in a hearing held pursuant to Section 747 of the Consolidated Appropriations Act of 2010 ("Section 747").

13. The Eagle LOI provides, in part, that Chrysler Group will enter into Chrysler and Jeep Sales and Service Agreements with Eagle if Eagle provides an automotive facility for the exclusive display, sales and service of the Chrysler and Jeep vehicle lines, in compliance with the provisions of the Eagle LOI (the "Exclusive Facility"), and if Eagle completes all of the requirements of the Eagle LOI within the time periods set forth therein.

14. The Eagle LOI further provides that, if Eagle elects to renovate an existing facility to satisfy the Exclusive Facility requirements, the Eagle LOI shall expire eight months from the Effective Date (the "Expiration Date.") Eagle confirmed in the Eagle LOI that Chrysler Group has no obligation to extend any time periods set forth therein, even if Eagle's inability to comply with a time period arises from a cause outside of Eagle's control.

15. The Eagle LOI obligates Eagle to submit complete architectural plans and specifications for the Exclusive Facility in accordance with the requirements of ¶ 6 of the Eagle LOI. Eagle is required to begin construction to renovate the existing facility within 90 days of CG's approval of such plans and specifications.

16. The Eagle LOI provides expressly that completion of all of the requirements of the Eagle LOI to Chrysler Group's satisfaction within the time periods specified therein and by the Expiration Date are material terms and that:

> Failure to complete these requirements within the time periods specified herein will be a material breach of this LOI and [Chrysler Group] will have the right to terminate this LOI. Furthermore, any obligation of [Chrysler Group] to enter into a [Sales and Service Agreement] with [Eagle] will be void and [Chrysler Group] will have no further obligation to [Eagle] nor any liability to [Eagle].

17. Eagle submitted architectural plans and specifications for a renovated facility to Chrysler Group; however, these plans and specifications did not comply with the Eagle LOI, among other reasons, because Eagle proposed a non-exclusive and shared-service facility.

18. Chrysler Group refused to approve the architectural plans and specifications for a renovated facility based on Eagle's failure to meet the requirements of the Eagle LOI.

19. Thereafter, in lieu of renovating the existing facility as required in the Eagle LOI, Eagle proposed to construct a new automotive facility that Eagle conceded might require as long as 20 additional months to complete.

20. Chrysler Group rejected Eagle's proposal and insisted on Eagle's performance of the terms and conditions of the Eagle LOI.

21. Eagle has conceded that it will be unable to perform its obligations under the Eagle LOI before the Expiration Date, including without limitation, its obligation to renovate its existing facility for the exclusive display, sale and service of the Chrysler and Jeep vehicle lines. And, when confronted with its breach of the Eagle LOI, Eagle did not deny its breach and again confirmed that it cannot perform its obligations under the Eagle LOI before the eight month Expiration Date.

COUNT ONE

[Declaratory Relief]

22. Chrysler Group repeats and realleges each and every allegation set forth above in ¶¶ 1-21 of the Complaint.

23. An actual controversy exists between the parties concerning their rights and obligations under the Eagle LOI. Chrysler Group seeks a declaration that:

a. Eagle has materially breached the Eagle LOI by, among other things, failing to provide complete architectural plans and specifications to Chrysler Group for the Exclusive Facility in accordance with the requirements of ¶6 of the Eagle LOI and by confirming that it is unable to complete the renovation of its existing facility by the Expiration Date as required by the Eagle LOI.;

b. Chrysler Group has the right to terminate the Eagle LOI; and

c. Chrysler Group has no further obligations or liability to Eagle.

COUNT TWO

[Anticipatory Breach of Eagle LOI]

24. Chrysler Group repeats and realleges each and every allegation set forth above in ¶¶ 1-23 of the Complaint.

25. Eagle has advised Chrysler Group that it will be unable to perform the terms and conditions of the Eagle LOI, including without limitation, its obligation to renovate its existing facility by the Expiration Date for the exclusive display, sale and service of the Chrysler and Jeep vehicle lines.

26. Eagle has committed an anticipatory breach and repudiation of the Eagle LOI that entitles Chrysler Group to terminate the Eagle LOI and void all obligations to Eagle, including any and all obligations to enter into a Sales and Service Agreement and all other liability **arising from or relating to** the Eagle LOI.

REQUEST FOR RELIEF

WHEREFORE, plaintiff, Chrysler Group LLC, requests:

1. The entry of a declaratory judgment in its favor declaring that:
   a. Eagle has actually or anticipatorily materially breached the Eagle LOI by failing and refusing to submit complete architectural plans and specifications to Chrysler Group for the renovation of its existing facility for the exclusive display, sale and service of the Chrysler and Jeep vehicle lines and by admitting that it will not be able to perform its obligations under the Eagle LOI by the Expiration Date;
   b. Chrysler Group has the right to terminate the Eagle LOI based on Eagle's actual or anticipatory material breach;
   c. The Eagle LOI is terminated; and
   d. Chrysler Group shall have no further obligations or liability to Eagle.
2. An order granting such other and further relief as this Court deems fair and just.

Dated: July 2, 2014

Respectfully submitted,

BUSH SEYFERTH & PAIGE PLLC
Attorneys for Chrysler Group LLC

By: /s/ Patrick G. Seyferth
Patrick G. Seyferth (P47575)
3001 W. Big Beaver Road, Suite 600
Troy, Michigan 48084
(248) 822-7800

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Original – Court

STATE OF MICHIGAN 6TH JUDICIAL CIRCUIT COUNTY OF OAKLAND	NOTICE OF ASSIGNMENT TO THE BUSINESS COURT	CASE NO. 2014-141661-CB JUDGE ALEXANDER

Court address
1200 N Telegraph Rd Pontiac, MI 48341

Court telephone no.
248-858-0345

Plaintiff's name(s), address(es), and telephone number(s)		Defendant's name(s), address(es), and telephone number(s)
Chrysler Group LLC 1000 Chrysler Drive Auburn Hills, MI 48326	v	Eagle Auto-Mall Corp. 1320 Old Country Road Riverhead, New York 11901
Plaintiff's attorney, bar no., address, telephone no., and email address		Defendant's attorney, bar no., address, telephone no., and email address
Patrick G. Seyferth (P47575) Bush Seyferth & Paige PLLC 3001 W. Big Beaver Road, Ste. 600, Troy, MI 48084 (248) 822-7800 seyferth@bsplaw.com		

The ☒ Plaintiff ☐ Defendant requests assignment of the above captioned matter to the Business Court. The case qualifies for the Business Court and the matter should be identified as Business Court eligible pursuant to MCL 600.8031, MCL 600.8035, and LAO 2013-xx as indicated below. (Check all that apply.)

The case is a qualifying business or commercial dispute as defined at MCL 600.8031(c): as

- ☒ All of the parties are business enterprises;
- ☐ One or more of the parties is a business enterprise and the other parties are its or their present or former owners, managers shareholders, members, directors, officers, agents, employees, suppliers, or competitors, and the claims arise out of those relationships;
- ☐ One of the parties is a nonprofit organization and the claims arise out of that party's organizational structure, governance, or finances;
- ☐ It involves the sale, merger, purchase, combination, dissolution, liquidation, structure, governance, or finances of a business enterprise.

The business or commercial dispute involves:

- ☐ Information technology, software, or website development, maintenance or hosting;
- ☐ The internal organization of business entities and the rights or obligations of shareholders, partners, members, owners, officers, directors, or managers;
- ☒ Contractual agreements or other business dealing, including licensing, trade secrets, intellectual property, antitrust issues, securities, non-compete agreements, non-solicitation agreements, and confidentiality agreements, if all available administrative remedies are completely exhausted, including, but not limited to alternative dispute resolution processes prescribed in the agreements;
- ☐ Commercial transactions, including commercial bank transactions;
- ☐ Business or commercial insurance policies; and/or
- ☐ Commercial real property.
- ☐ Other: (Please explain)

July 2, 2014
Date

/s/ Patrick G. Seyferth
Name

Attorney for: Chrysler Group LLC

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Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 6th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 2014-141661-CB

Court address — Court telephone no.

Plaintiff's name(s), address(es), and telephone no(s).	v	Defendant's name(s), address(es), and telephone no(s).
Chrysler Group LLC 1000 Chrysler Drive Auburn Hills, MI 48326		Eagle Auto-Mall Corp. 1320 Old Country Road Riverhead, New York 11901
Plaintiff's attorney, bar no., address, and telephone no. Patrick G. Seyferth (P47575) Bush Seyferth & Paige PLLC 3001 W. Big Beaver Road, Suite 600 Troy, Michigan 48084		

SUMMONS **NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111[C])
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
JUL 16 2014	OCT 01 2014	Lisa Brown

*This summons is invalid unless served on or before its expiration date.
This document must be sealed by the seal of the court.

COMPLAINT ***Instruction:** The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in .... Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

SEAL OF CIRCUIT COURT OAKLAND COUNTY MICHIGAN

General Civil Cases

☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in .... Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Auburn Hills, Michigan	Riverhead, New York
Place where action arose or business conducted Oakland County, Michigan	

7/16/14 — Date

Patrick G. Seyferth /wes — Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

SUMMONS AND COMPLAINT
Case No.

PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ **OFFICER CERTIFICATE**
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

OR

☐ **AFFIDAVIT OF PROCESS SERVER**
Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with ______________________
List all documents served with the Summons and Complaint

____

______________________ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
$		$	$

____
Signature

____
Name (type or print)

____
Title

Subscribed and sworn to before me on ______________________, ______________________ County, Michigan.
Date

My commission expires: ______________________ Signature: ______________________
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of ______________________

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with ______________________
Attachments

______________________ on ______________________
Day, date, time

______________________ on behalf of ______________________.
Signature